

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 07/26/2019		2. CONTRACT NO. (If any) OAS-FOI-A-17-01		6. SHIP TO: a. NAME OF CONSIGNEE OND	
3. ORDER NO. 11316019F0007OND		4. REQUISITION/REFERENCE NO. OND-GEN-R-19-0031			
5. ISSUING OFFICE (Address correspondence to) EOP/Office of Administration 725 17th ST NW Room 5200 Washington DC 20503				b. STREET ADDRESS (SSDMD/RDS); OND PO# JOINT BASE ANACOSTIA-BOLLING (JBAB) BLDG 410, DOOR 123 250 MURRAY LANE, SW	
				c. CITY WASHINGTON	e. ZIP CODE 20509

7. TO: a. NAME OF CONTRACTOR PROXY PERSONNEL LLC		f. SHIP VIA	
b. COMPANY NAME		8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
c. STREET ADDRESS 1050 CONNECTICUT AVENUE N.W. SUITE 500		<input checked="" type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY WASHINGTON	e. STATE DC	f. ZIP CODE 20036-5304	

9. ACCOUNTING AND APPROPRIATION DATA See Schedule		10. REQUISITIONING OFFICE EOP/OA	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input checked="" type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB			12. F.O.B. POINT

13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 09/29/2019		16. DISCOUNT TERMS IMMEDIATE PROMPT PA	
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17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The Vendor shall provide Paralegal Support Services for the Office of National Drug Control Policy (ONDCP) in accordance with BPA #OAS-FOI-A-17-01. The terms and conditions of the BPA apply to this BPA Call. this is a labor hour BPA Call. Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO: a. NAME EOP/ONDCP						
	b. STREET ADDRESS (or P.O. Box) SUBMIT INVOICES VIA THE INVOICE PROCESSING PLATFORM at WWW:IPP.GOV						17(i) GRAND TOTAL
	c. CITY INQUIRIES CALL: (b)(6)		d. STATE	e. ZIP CODE		\$114,649.60	

22. UNITED STATES OF

AMERICA BY (Signature)



KIRINA CANTRE

Digitally signed by KIRINA

CANTRE

Date: 2019.07.26 08:28:13 -04'00'

23. NAME (Typed)

KIRINA L. CANTRE

TITLE: CONTRACTING/ORDERING OFFICER

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO
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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 07/26/2019	CONTRACT NO. OAS-FOI-A-17-01	ORDER NO. 11316019F0007OND
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>Invoice Approver/COR: DUBLIN, CARLOS Inv Approver/COR Backup1: DUBLIN, CARLOS Admin Office: EOP/OA 725 17th St. NW Room 5200 WASHINGTON DC 20503 Accounting Info: (b) (6) 0 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXX-XXXXX XXXX-XXXX-XXXXXXXXXXXX-XXXXXXXXXXXX-XXXXXX X-XXXXXXXXXX Period of Performance: 09/29/2019 to 09/28/2020</p> <p>Paralegal Support Services</p> <p>Paralegal with 5+ years documentation review experience QYT - 1 Rate - \$55.12/hr Estimated Hours - 2,080</p> <p>The total amount of award: \$114,649.60. The obligation for this award is shown in box 17(i).</p>	2080	HR	55.12	114,649.60	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$114,649.60

SECTION 1 - PRICING SCHEDULE

The Executive Office of the President (EOP), Office of National Drug Control Policy (OND) requires Paralegal Support with at least 5 years Documentation Review experience to support the review and processing of FOIA requests. This BPA Call is for the level of support as detailed in the Pricing Schedule below.

CLIN	Description	Type	Unit	Unit Price	Qty	Total Price
0002	Paralegal with 5+ years Documentation Review Experience	LH	HR	\$55.12	2,080	\$114,649.60

SECTION 2 - STATEMENT OF WORK FOR PARALEGAL SUPPORT

1.0 BACKGROUND

The Office of National Drug Control Policy (OND) has a responsibility for the review and fulfillment of all Freedom of Information Act (FOIA) request submissions in accordance with the FOIA Statute 5 U.S.C § 552. The number of FOIA requests have significantly increased since 2016 and there have been few additional FOIA resources available in order to assist with the reviews of the FOIA requests. The backlog of FOIA requests has increased, and will likely continue to grow without additional resources devoted to handling such requests.

2.0 OBJECTIVE

The objective of this requirement is to obtain paralegal support to conduct reviews and prepare documents, assist in litigation, fact and citation check, prepare evidence and process incoming FOIA requests in accordance with the FOIA Statute 5 U.S.C § 552.

3.0 DESCRIPTION OF SERVICES

The Contractor shall provide one (1) Paralegal with at least five (5) years of experience to support the review and processing of FOIA requests that are backlogged for OND. This will require reviewing hundreds of thousands of pages of records that include email communications, calendars, policy or guidance memoranda, PowerPoint presentations, and other types of documents. The vast majority of these records are stored electronically as PDFs, PSTs, or TIFs (a small percentage is in hardcopy, but would be scanned into the electronic files). The Contractor shall use Adobe Acrobat (familiarity required) and Ringtail (familiarity preferred) to review this material. The steps that this process includes are the following:

- A. Determine if documents are responsive to the request.
This step requires the review of records located in search results that used key word searches to determine if those records are, in fact, responsive to the request.

B. Remove duplicative material.

This step requires the review of the responsive records located in search results that used key word searches to determine if any duplicative material was captured and remove those duplicates.

C. Conduct line-by-line examination to identify and protect privileged information and apply appropriate FOIA exemptions.

This step requires that documents be reviewed to determine if the release of those documents, or portions of them, will create a harm protected by one of the nine (9) FOIA Exemptions. The Contractor will primarily focus on the applicability of Exemptions 5 and 6. Accordingly, the Contractor should be familiar with the application of the privileges incorporated within Exemption 5, which are primarily the deliberative process, attorney-work product, and attorney-client privileges, and Exemption 6, which is primarily balancing private and public interests. When privileged information is identified, the Contractor will redact that information to protect it from disclosure. The redactions will be made using the Adobe or Ringtail software.

D. Prepare document for public disclosure.

Once the line-by-line examination is complete, this step requires that the Contractor prepare the documents for review by an attorney. To do so, the Contractor will create a PDF of the material, in the format they propose for release to the FOIA requester. This will include setting the proposed redactions, identifying the FOIA Exemptions they applied, and providing a document and page count of the responsive material. This work shall be saved in agency files and then the PDF will sent to an attorney for review.

E. Additionally, the paralegal would be expected to assist with other document productions and redactions, and provide other paralegal services as needed.

4.0 TASKS

The following tasks shall be performed:

- A. The Contractor shall conduct search for responsive documents.
- B. The Contractor shall review documents for application of FOIA Exemptions, Privacy Act Exemptions and other privileges.
- C. Electronic and manual redaction of documents.
- D. Bates labeled production set of documents, if necessary, and if requested, a second set with documents in native format.
- E. Assist in creation and updating of administrative and production reports and trackers.
- F. Scan images of documents as appropriate.
- G. Assist in creation of updating of Privilege Log(s) or Vaughn indices.
- H. Review and preparation of documents.
- I. Assist in various litigations.
- J. Fact and citation check.
- K. Prepare evidence.

5.0 ACCEPTANCE CRITERIA

Place of Inspection and Acceptance

Inspection and acceptance of the products or services to be furnished hereunder shall be made by the appropriate COR, or other authorized representative designated in the order, contract or agreement.

Scope of Inspection

All deliverables will be inspected for content, completeness, accuracy and conformance to order, contract or agreement requirements by the COR, or other authorized representative designated in the order, contract or agreement. Inspection may include validation of information or inspection of the deliverables, as specified in the order, contract or agreement. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality and adequacy of all deliverables.

Basis of Acceptance

The basis for acceptance will be in compliance with best commercial practices and those requirements provided in the order, contract or agreement.

Support products and travel will be accepted upon receipt of proper documentation.

Reports, documents and narrative type deliverables will be accepted when all discrepancies, errors or other deficiencies identified in writing by the Government have been corrected.

Draft Deliverables

The Government will provide written acceptance, comments and/or change requests, if any, within five workdays from receipt from the contractor of the draft deliverable, unless otherwise specified in the order, contract, or agreement due to time constraints.

Upon receipt of the Government comments, the contractor shall have two workdays to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form unless otherwise noted in the order or contract due to time constraints.

All of the Government's comments to deliverables must either be incorporated in the succeeding version of the deliverable or the contractor must demonstrate to the Government's satisfaction why such comments should not be incorporated.

If the Contractor requires additional government guidance to produce an acceptable draft, the contractor shall arrange a meeting with the appropriate COR or CO.

Final Deliverables

The Government will provide written notification of acceptance or rejection of all final deliverables within five workdays, unless otherwise specified in the order, contract, or agreement

from the date of receiving the deliverables. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

If the Government finds that a draft or final deliverable contains spelling errors, grammatical errors, improper format, inaccurate information or statistics, or otherwise does not conform to the requirements stated within the order, contract or agreement, the document may be immediately rejected without further review and returned to the Contractor for correction and resubmission.

Non-Conforming Products or Services

Unless specified otherwise in the orders or contracts, non-conforming products or services will be rejected. Deficiencies will be corrected, by the contractor, within two workdays of the rejection notice or as time constraints deem necessary. If the deficiencies cannot be corrected within three workdays, the contractor shall immediately notify the COR, or other authorized representatives designated in each order, contract, or agreement of the delay and provide a proposed corrective action plan within three workdays or as time to conform dictates more urgent action.

6.0 REPORTING REQUIREMENTS

The Contractor shall prepare and deliver to the COR weekly reports on work activities, Contractor expenditures, accomplishment, and the status of projects as outlined in the individual call.

7.0 CONTRACTOR PERFORMANCE

The Government will evaluate the Contractor's performance, deliverables, and other work products on a random basis for completeness, accuracy, effectiveness, timeliness and communication.

8.0 TRAVEL

Local travel and travel time will not be reimbursed by the Government.

9.0 PERIOD OF PERFORMANCE

The period of performance for this BPA Call is September 29, 2019 to September 28, 2020.

10.0 PLACE OF PERFORMANCE

The primary place of performance will be at the Executive Office of the President, Office of National Drug Control Policy, Office of Legal Counsel at 750 17th Street NW, Washington, DC 20503.

11.0 TYPE OF CONTRACT

This BPA Call will be a labor-hour (LH) type as indicated in the BPA.

SECTION 3 – CONTRACT ADMINISTRATION

Government Contact Information / Roles & Responsibilities [FEB 2014]

All contract administration will be handled by the Contracting Officers (CO) within the Executive Office of the President (EOP), Office of Administration (OA). All communications pertaining to contractual and/or administrative matters under the contract should be addressed to:

Contracting Officer (CO):

Executive Office of the President
Office of Administration
Office of the Chief Financial Officer
Procurement and Contract Management Division
ATTN: David M. Vanuch
Telephone: (b)(6)
mail: (b)(6)

In accordance with FAR 1.602-1(a), the CO is the only person with signatory authority for contractual actions on the behalf of the U.S. Government. Contract administration concerns should be directed to the CO.

Contracting Officer (CO):

The CO is responsible for:

- 1) Negotiation and award of orders, contracts, or agreements: COs have full authority to legally bind their organization within their designated warrant level.
- 2) Administration: Although COs have the ability to manage the orders, contracts, or agreements, the day-to-day administration activities will generally be carried out by the contracting officer's representative.
- 3) Settlement and Resolution of Contracting Issues: The CO is authorized to settle and resolve contracting issues.
- 4) Contract Records: The CO is responsible for maintaining a complete record of all contracting documents (electronically and/or manually).

Contract Specialist (CS):

The CS is responsible for:

- 1) The daily interactions of the orders, contracts, or agreements, which include communicating with the contractor in resolving concerns, drafting requirements, award documents, modifications, etc.
- 2) The CS has no authority to change the terms and conditions of the order, contract, or agreement, including the schedule and price.

Contracting Officer's Representative (COR):

- 1) The CO's authorized COR will be designated after award. Additionally, each order,

- contract, or agreement will specify the designated COR.
- 2) The COR is the individual within the program management function who has overall technical responsibility for this effort. The COR supports the CO during administration of this effort by:
 - a. Providing technical clarification relative to overall workload matters;
 - b. Providing guidance to the contractor in the preparation of deliverables and services;
 - c. Providing acceptance of delivered products and services in accordance with the order or contract terms and conditions; and
 - d. Making final decisions regarding any recommended rejection of deliverables.
 - 3) The COR also provides technical direction to the contractor, i.e., shifting work emphasis between areas of work, fills in details, or otherwise serves to accomplish the purposes of this effort. Technical direction shall be within the general scope of this effort. The COR does NOT have the authority to issue any technical direction that:
 - a. Constitutes an assignment of work outside the general scope of this effort;
 - b. Constitutes a change as defined in the “Changes” clause (See FAR 52.243);
 - c. In any way causes an increase or decrease in cost or the time required for performance;
 - d. Changes any of the terms, conditions, or other requirements of this effort; or
 - e. Suspends or terminates any portion of this effort.
 - 4) All technical direction shall be issued in writing by the COR or will be confirmed by the COR in writing within 10 calendar days after verbal issuance. A copy of the written direction will be furnished to the CO.
 - 5) In addition to providing technical direction, the COR will:
 - a. Monitor the contractor’s technical progress, including surveillance and assessment of performance, and recommend to the CO any changes in the requirement;
 - b. Assist the contractor in the resolution of technical problems encountered during performance;
 - c. Perform inspection and acceptance or recommendation for rejection of contractor deliverables and identify deficiencies in delivered items. This does not replace any other quality assurance inspection requirements that are specified elsewhere within the order, contract, or agreement; and
 - d. Ensure invoice payments are processed in a timely manner in accordance with the Prompt Payment Act (FAR Subpart 32.9).

SECTION 4 – EOP TERMS AND CONDITIONS

All EOP Terms and Conditions in BPA OAS-FOI-A-17-01 are applicable to this BPA Call.

SECTION 5 – FAR CLAUSES

All FAR Clauses in BPA OAS-FOI-A-17-01 are applicable to this BPA Call.